Attachments for Solicitation No. PR-HQ-04-10343

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CHANGES TO THE STATEMENT OF OBJECTIVES ARE ANNOTATED IN BOLD, APRIL 28, 2004.

Attachment 1

U. S. Environmental Protection Agency
Region II

PERFORMANCE-BASED STATEMENT OF OBJECTIVES
for
EMERGENCY AND RAPID RESPONSE SERVICES (ERRS)
for
SITES LOCATED IN PUERTO RICO AND THE U.S. VIRGIN ISLANDS

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I. INTRODUCTION

A. ACRONYMS

ACP Area Contingency Plans
ARARs Applicable or Relevant and Appropriate Requirements
CAA Clean Air Act
CERCLAComprehensive Environmental Response, Compensation, & Liability Act of 1980
CFR Code of Federal Regulations
CO Contracting Officer
CWA Clean Water Act
DO Delivery Order
DWO Daily Work Order
EPA Environmental Protection Agency
ERNS Emergency Response Notification System
ERRS Emergency and Rapid Response Services
ESF Emergency Support Function
FRP Federal Response Plan
HASP Health and Safety Plan
NCP National Oil and Hazardous Substances Pollution Contingency Plan
NPL National Priorities List
OPA Oil Pollution Act
OSC On-Scene Coordinator
OSHA Office of Safety and Health Administration
OSWER (US EPA) Office of Solid Waste and Emergency Response
PO Project Officer
POLREPPollution Report
PDD Presidential Decision Document
PRP Potentially Responsible Party
QA Quality Assurance
QC Quality Control
RCMS Removal Cost Management System
RCP Regional Contingency Plan
RCRA Resource Conservation and Recovery Act
RM Response Manager
SA Site Assessment
SARA Superfund Amendments and Recovery Act
TO Task Order
TSDF Treatment Storage and Disposal Facility

B. DEFINITIONS

1. **On-Scene Coordinator:** The EPA official designated to coordinate and direct responses under Subpart D of the NCP, and/or any direct removal action under Subpart E of the NCP.

2. **Remedial Project Manager:** The EPA official designated to coordinate, monitor, or direct remedial or other response actions under Subpart E of the NCP.

3. **Ordering Officer:** An EPA Contracting Officer or an EPA designated OSC with delegated procurement authority.

4. **Removal Action:** A removal action may fall into one of three categories:

a) Emergency removal actions require an immediate response to releases

b) Time-critical removal actions require a response action within six (6) months

c) Non-time critical removal actions require a response action that can start later than six (6) months after the determination that a response is required is made.

The specific type of removal action and the required response time shall be determined by the OSC with consideration given to the nature of the release, the contaminants of record, and the threat or potential threat to human health and/or the environment.

5. **Response Manager:** An employee of the contractor designated to be the point of contact for the EPA OSC and/or Ordering Officer who is responsible, technically and administratively, for the initiation and completion of the work assigned in the task order.

6. **Regional Crossover:** A response action under this contract that will be conducted in one of the other of EPA's nine Regions. Response times would be negotiated with the contractor prior to the issuance of a task order.

7. **Rapid Remedial Response:** A response to an NPL site to implement a designated cleanup strategy.

C. TITLE

The purpose of this contract is to provide fast responsive environmental cleanup services for hazardous substances/wastes/contaminants/materials and petroleum products/oil in Puerto Rico and the United States Virgin Islands. Environmental cleanup response to natural and man made disasters, terrorist activities, weapons of mass destruction, nuclear, biological and chemical incidents may also be required under this contract.

The contractor shall provide all personnel, materials and equipment as listed in Section B of the contract to perform response actions. The contractor shall also provide personnel, materials, and equipment types other than specified in Section B of the contract when deemed necessary by the On-Scene Coordinator to accomplish the response action.

D. BACKGROUND

Under the authority of Section 104 of the Comprehensive Environmental Response Compensation, and Liability Act (CERCLA) or Superfund of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA); Section 311 of the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA) of 1990; Subtitle I of the Resource Conservation and Recovery Act (RCRA) and pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40CFR Part 300);Presidential Decision Document (PDD) #39; the Robert T. Stafford Natural Disaster Act and pursuant to the Federal Response Plan (FRP);and in accordance with any reauthorizations or amendments to any of the above named statues and new response legislation, the Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or to the environment. EPA is responsible for conducting evaluations and cleanups of uncontrolled hazardous substance disposal sites.

In addition, the EPA has the authority pursuant to Emergency Support Function (ESF)#10 and other laws to help and/or mitigate endangerment of the public health, welfare or environment during emergencies or natural disasters and to support states and communities in preparing for responses to releases of oil, petroleum products and hazardous substances and to provide response and removal services in response to incidents involving natural and man made disasters, weapons of mass destruction, acts of terrorism, and nuclear, biological and chemical incidents and Federally Declared Disaster incidents.

E. SCOPE

The Contracting Officer (CO) or the CO’s designated representative, a warranted EPA On-Scene Coordinator (OSC), or Ordering Officer identified in the contract or subsequent modification(s) to the contract, will issue Task Orders (TO) for all work required under this contract in accordance with the terms and conditions of the contract. General technical guidance by the Ordering Officer does not relieve the contractor of the responsibility for performance under the contract by the contractor or its subcontractors. The Government will make all final determinations resulting from contractor-provided advice and assistance under this contract.

The contractor shall take any response action, under the direction of the Ordering Officer, consistent with the terms and conditions of the contract, in order to perform the required services listed in the Task Order. Task Orders

may be issued verbally but will be formalized in writing within two business days or as soon as practical. The contractor shall provide personnel, labor, materials, and equipment required to perform response activities. The contractor shall take any actions required to mitigate or eliminate any hazard or damage to the environment resulting from:

<> a release or threat of a release of oil, petroleum products, hazardous substances, pollutants or contaminants into the environment

<> the threat of fire and explosion and incidents involving terrorist acts, weapons of mass destruction, and nuclear, biological, or chemical incidents

<> natural or man-made disasters

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including contaminated media, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level. The contractor shall obtain all necessary on-site permits and comply with applicable and relevant regulations unless otherwise directed in a Task Order issued by the Contracting Officer or Ordering Officer pursuant to CERCLA. The contractor shall be responsible for obtaining all necessary transportation and disposal permits, or transportation and off-site treatment, or disposal permits.

The contractor shall obtain special services, (through leases, subcontract agreements, or rental agreements, etc.) in a timely manner, such as specialized removal equipment or personnel with specialized qualifications, dependent on site conditions.

The contractor shall take any action, as required by the Task Order, that may be required to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of hazardous substances into the environment. All containment and clean-up activities will be conducted in accordance with the National Contingency Plan (40 CFR Part 300).

Designated Ordering Officers listed in the contract Clause G entitled, "ORDERING BY DESIGNATED OFFICIALS," will issue Task Orders on a 24 hour basis to a contractor designated, single point-of-contact (Program Manager), to initiate clean-up work. The On-Scene Coordinator will work with the Response Manager in order to ensure implementation of the requirements of the Task Order.

F. RESPONSE TIME

The contractor shall insure that clean-up personnel and equipment are available for the performance of work within 48 hours of receipt of a task order, or a longer period if so stated in the task order. In the case of emergency response actions, the contractor shall be required to have a Response Manager and Health and Safety Officer on-site within 8 hours of receiving an emergency response notification (verbal task order). All required emergency response equipment must arrive on-site within 24 hours of receipt of the emergency response notification. The contractor shall not be precluded from providing these services in less time than the required response time and may be requested, but not required, to provide these services in a shorter response time.

II. TECHNICAL REQUIREMENTS

The contractor may be awarded an **Award Term** in accordance with the Section H clause entitled "**AWARD TERM INCENTIVE PLAN.**" Performance-Based Task Orders will be identified as such and will be monitored in accordance with the Quality Assurance Plan. All Task Orders will be evaluated using the Task Order Evaluation as stated in the clause entitled "**AWARD TERM INCENTIVE PLAN.**"

A. Program Manager Responsibilities

The contractor's Program Manager shall be the single point for coordination with the EPA Contracting Officer and Project Officer and shall be responsible for receiving and implementing all Task Orders issued under this contract.

Specific responsibilities of the contractor's Program Manager shall include the following:

1. Ensure that trained, qualified personnel are provided for response activities and that the Response Managers are provided adequate resources to perform the clean-up activity. The contractor shall maintain communications and coordinate with the EPA Project Officer and Contracting Officer, including reporting problems encountered in performing Task Orders and implementing any special controls specified by EPA.

2. Manage personnel, equipment, and materials specified in Section B of the contract or in individual task orders with limitations specified therein, so that all items are available at any location within the response time limits specified in this **Statement of Objectives.** Provide for a 24-hour call center to afford Designated Ordering Officers timely access to clean-up services.

3. Receive, acknowledge and manage the implementation of Task Orders issued by Designated Ordering Officers. Select personnel, equipment, materials and services as specified in the Task Order or included in technical direction issued by the On-Scene Coordinator and provide supervision and administrative support to all Response Managers.

4. Maintain a response-by-response accounting of all costs incurred in accordance with generally accepted accounting principles and contract-specific reporting requirements and control costs at all levels of work. Manage the preparation and submittal of all reports as specified in Section F of the contract.

5. Develop and manage a comprehensive program safety plan to protect all cleanup personnel, including both prime and subcontractors, in contaminated and uncontaminated areas. This plan shall be utilized in the preparation of all site safety plans. The plan shall be flexible to work with other site contractors' safety plans, such that one overall site safety plan, approved by the On-Scene Coordinator, could cover all personnel working on the site. Ensure that all applicable OSHA regulations for worker protection are met by all personnel, including both prime and subcontractors, in contaminated and uncontaminated areas.

6. Develop, implement and manage a quality assurance program that will

ensure that all environmental measurements obtained under the contract are of known quality. Develop, implement, and manage a quality assurance project plan for each separate clean-up action in which environmental measurements will be made. Ensure that the performance of assigned tasks adheres to all quality assurance program and project plan requirements as well as EPA region-specific quality assurance requirements (OSWER Directive 9360.4-01).

7. Provide oversight/control of all subcontracting activities. Ensure that proper subcontracting procedures are followed and complete subcontracting documentation is provided to the On-Scene Coordinator and Contracting Officer.

8. Provide a source of information to On-Scene Coordinators concerning the status of pending Removal activities when a particular site may be demobilized and the Response Manager is working at another site. Typical information requested by On-Scene Coordinators might be the status of analytical services or transportation and disposal arrangements, etc.

9. Attend regularly scheduled program management status meetings with the Contracting Officer and Project Officer.

B. Response Manager Responsibilities:

For each Task Order issued, the contractor shall name a Response Manager. This Response Manager shall be fully dedicated to the specific clean-up action for the duration of the response unless substitutions are approve by the On-Scene Coordinator or Project Officer. The Response Manager shall be the point of contact for on-scene coordination with the On-Scene Coordinator and shall ensure that the management and execution of all clean-up activities fulfill the requirements of the Task Order. The Response Manager must be at the scene of a response action within the required response time as stated elsewhere in this Statement of Work. The Response Manager shall not be precluded from responding in less than the response time limits if approved by the On-Scene Coordinator.

The Response Manager, with appropriate resources, shall be on-site on a daily basis unless instructed otherwise by the On-Scene Coordinator; however the contractor shall maintain someone on-site at all times with authority to act for the contractor and coordinate subcontract activities. The specific on-scene management responsibilities of the contractor shall include the following:

1. Maintain communication and coordination with the On-Scene Coordinator for the duration of a specific response, including reporting problems encountered in executing the clean-up activities.

2. Conduct on-scene surveys to develop detailed project work plans in coordination with the On-Scene Coordinator. The contractor will be encouraged to provide opinions and/or recommendations to the On-Scene Coordinator pertaining to the response action.

3. Provide administrative support, supervision, and management of personnel, equipment, materials and services provided on-scene.

4. Provide the On-Scene Coordinator with a detailed accounting of all costs incurred at a specific site, utilizing the Removal Cost Management Software (RCMS) computer tracking system provided by EPA. If electrical power and computer are not available, a handwritten EPA Form 1900-55 is required. All handwritten 1900-55's must be entered into RCMS.

5. Supervise the quality of work done at the site and the qualifications of the contractor personnel performing the work. Ensure that the performance of sampling and analysis tasks adhere to all quality assurance, quality control, and chain-of-custody procedures specified in the QA program and project plans and in accordance with EPA region-specific QA requirements (OSWER Directive 9360.4-01 and "EPA Requirements for Quality Assurance Project Plans - (EPA QA/R-5").

6. Implement a site specific response action safety plan to protect all personnel in contaminated and uncontaminated areas. Insure that OSHA Hazardous Substance Response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by all prime and subcontractors working on site.

The Contractor shall also perform the following functions:

C. Program Clean-up Operations

The contractor shall provide clean-up services for responses to releases of oil, petroleum and hazardous substances, in order to fulfill the requirements of the Task Order. Time-critical removals and rapid remedial actions will specify in the task orders the time for the initiation of a response. In the case of an emergency situation, Task Orders may be issued verbally, then confirmed in writing within 72 hours.

If specified in Task Orders, the contractor shall conduct an initial on-scene survey. The purpose of this survey shall be to gain sufficient on-scene familiarity with the Task Order statement of work to enable the contractor to propose a detailed work plan to accomplish the project in the most effective, efficient, and safe manner. The contractor shall be expected to present available options and make appropriate suggestions in the work plan to the On-Scene Coordinator or Project Officer for their decision. The work plan shall define the types and quantities of clean-up personnel, equipment, and materials that would be needed, the proposed project schedule by sub-task, and the estimated cost. The contractor shall not begin work until the work plan has been approved in writing by the Designated Ordering Officer. The contractor shall make every effort to mobilize all personnel, equipment, and materials from the nearest contractor office to the clean-up site.

The contractor shall take any actions, under the technical direction of the On-Scene Coordinator, as may be required to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of oil or hazardous substance into the environment. These actions may include but shall not be limited to those conducted under the following clean-up phases:

D. Containment And Countermeasures

The contractor shall take actions to protect the public health and welfare,

which shall include but may not be limited to the following:

- sample to determine the source, spread and disposal options of a release;
- contain the release at its source and prevent further acute flow of the pollutant;
- control the source of discharge;
- use chemicals or other materials to restrain the spread of the pollutant;
- place physical barriers to deter the spread of a pollutant;
- construct slurry trenches;
- place diversionary booms;
- earth moving;
- drum handling;
- containerize pollutants;
- divert streams;
- keep waterfowl and other wildlife away from the polluted areas;
- control water discharge from upstream impoundments;
- provide alternative drinking water supplies on a temporary basis;
- provide temporary housing for evacuees, including the relocation of both residential and commercial evacuees as deemed appropriate by the EPA and in accordance with applicable federal regulations;
- provide traffic, crowd, and navigation controls;
- provide security; and
- execute damage control or salvage operations.

E. Clean-Up, Mitigation And Disposal

The contractor shall take actions to recover the pollutant from the affected media. These actions shall include, but not be limited to, the following:

- using chemicals for flocculation, coagulation, neutralization and separation;
- using biological treating agents;
- physical and chemical treatment of affected water and soil;
- using specialized equipment such as mobile carbon treatment systems;
- aerating affected media to selectively release volatile components;
- fixing or treating the polluted media in place,
- salvaging or destroying vessels,
- destroying contaminated equipment and facilities; and
- designation of explosive materials.

On-site treatment is the preferred method of mitigating the threat. When the work plan is submitted for On-Scene Coordinator approval, on-site treatment should be proposed whenever deemed cost effective and possible.

In lieu of or following any treatment action, physical collection of pollutants shall be accomplished followed by temporary storage prior to ultimate disposal. Work conducted shall include, but not be limited, to the following:

- flushing contaminants from marsh areas followed by collection and holding;
- skimming materials from the surface of water;
- washing soils with subsequent collection and storage of recovered material;
- pumping contaminated groundwater with subsequent storage; and
- segregating waste chemicals at uncontrolled hazardous waste sites.

Following removal and temporary storage, the contractor shall dispose of any contaminated material consistent with all appropriate Federal, State, and local regulations, and EPA's off-site disposal rule (40 CFR 300.440). The EPA may request sampling and analysis for disposal purposes, using approved quality control procedures. The government has the option to accomplish analysis, transportation and disposal through this contract or through other contractual mechanisms at its' discretion. Disposal shall be conducted on-site or off-site. Disposal techniques shall include but may not be limited to: controlled or uncontrolled combustion, land disposal, fixation, injection, degradation, treatment, and recycling. The disposal options shall include temporary storage and ultimate disposal. Depending on the material contaminated, disposal options may include demolition.

The contractor shall accomplish all storage, transportation, treatment, and disposal of pollutants and meet all regulatory, safety and environmental laws and regulations at the Federal, State, and local levels. The contractor shall be responsible for all necessary transportation and disposal permits. Transportation and disposal must be subcontracted pursuant to Section H of the contract.

At the time of any off-site treatment, storage or disposal, the contractor shall select a facility that meets the requirements of EPA's policy for off-site response actions. The contractor shall not utilize any facility that has not been verified for off-site treatment, storage or disposal of CERCLA wastes. This verification may be obtained from the On-Scene Coordinator or the Project Officer.

F. Restoration

The contractor shall conduct activities to repair or replace material damaged by the clean-up operation in order to restore the damaged environment to as near pre-response conditions as determined by the EPA. Such actions shall include restocking, regrading, reseeding, replanting, and soil replacement.

G. Analytical

The contractor shall perform on-site and off-site analytical activities. These activities may require rapid turnaround (24 hours or less) to provide chemical and physical analyses or high sample quantity volume analyses, to include but not be limited to: pH, flash point, oxidation reduction, organic vapor analysis, sulfides, phenols and applicable disposal parameters as determined by EPA. The contractor shall also perform related activities that include; sample collection, storage, transportation, analysis and disposal, as approved.

H. Quality Assurance Requirements

The contractor shall develop and implement an environmental measurements quality assurance program (QA Project Plan) which will ensure that environmental monitoring data of known quality is provided. The program will be in compliance with the guidance set forth in the document entitled "EPA Requirements for Quality Assurance Project Plans-EPA QA/R5" and "Quality Assurance/Quality Control Guidance for Removal Activities Sampling QA/QC Plan and Data Validation Procedures - Interim Final" dated April 1990 (EPA/540/G-90-004). This guidance is outlined in the Quality Assurance Sampling Plan for

Emergency Response (QASPER), Version 4.0, which is a PC-based software package used to draft site specific quality assurance plans and is based on OSWER Directive 9360.4-01. Updated versions will be provided to the contractor as they become available. At the request of the On-Scene Coordinator, site specific plans shall be coordinated with other contractors working on-site, such that one site QA/QC plan is utilized for all site analytical activities.

The EPA Project Officer and Quality Assurance Officer will review and approve the QA Project Plan, as stated in the "Other Deliverables" clause of the contract. EPA will determine, through this approval process, that the proposed methods are consistent in nature and application with the methodology used in other Superfund contracts which generate analytical data. All analytical methods used for analysis done by fixed laboratories must be consistent with EPA protocols, National Enforcement Investigation Center protocols, and other analytical protocols as appropriate. The contractor shall use the Sample Shipment/ Tracking Record Form for all sample analysis (see QAMS-005-80). The QA Project Plan will be augmented by site-specific Sampling QA/QC Plans (see OSWER Directive 9360.4-01). The contractor shall provide QA/QC data to the On-Scene Coordinator upon request.

The program will consist of both an auditing and a corrective function. The auditors will report directly to contractor corporate management. Corporate management will then be expected to bring the firm's resources to bear on the solution of any problems encountered. EPA will periodically perform QA systems audits during the life of this contract.

I. Technical Support of Government Enforcement Proceeding

The contractor shall provide technical support for government enforcement proceedings against owners or operators of uncontrolled hazardous substance disposal sites or against generators and transporters of the hazardous substances present at those sites where emergency response actions have been required under this contract.

Such enforcement proceedings may be directed toward obtaining an injunction against continued use of the site, an order to undertake removal action, or recovery of costs incurred by the government in undertaking such actions. The contractor shall ensure that all necessary data is collected and that proper chain-of-custody procedures (see Table II of Attachment 1) required to support court proceedings are observed. This shall include, but not be limited to, the following enforcement support effort:

a. Retaining and storing all contract site records, including employee related records such as time sheets, baseline data regarding work related physical examinations and other work related data, for a period of ten years. The contractor shall provide the Contracting Officer, or any representative of the Contracting Officer, with full access to these records during the ten year period. See Special Contract Requirement, "Retention and Availability of Contractor Files", Section H of the contract.

b. Providing testimony during enforcement proceedings for a given site for which the contractor provided services. This will normally be to testify on what actions the contractor took at the site for cost-recovery purposes. Affidavits and depositions may be required. See Special Contract Requirement, "Testimony" Clause. The contractor shall furnish the technical services, materials, and equipment required to support government enforcement proceedings against owners or

operators of uncontrolled hazardous substance disposal sites or against generators and transporters of the hazardous substances present at those sites where emergency response actions have been required under this contract. EPA may conduct proceedings directed toward obtaining an injunction against continued use of the site, an order to undertake removal action, or recovery of costs incurred by the EPA in undertaking removal and/or remediation actions. The contractor shall ensure that all data as requested by the EPA is collected and that proper chain-of-custody procedures required to support court proceedings are observed. See Section H, Special Contract Requirement, "Retention and Availability of Contractor Files" and "Testimony."

III. QUALITY ASSURANCE PLAN

The Performance-Based Statement of Objectives for the Puerto Rico and U.S. Virgin Islands Emergency and Rapid Response Services Contract includes various performance requirements. The following Quality Assurance Plan lists these various requirements, the performance standard for determining the contractor's success in meeting the requirements, the method of surveillance by the On-Scene Coordinator, **the Standard Deviation**, and the incentive and/or disincentive for each of the required services.

ALL PERFORMANCE-BASED TASKS WILL BE MEASURED IN ACCORDANCE WITH THIS QUALITY ASSURANCE SURVEILLANCE PLAN AND EVALUATED IN ACCORDANCE WITH THE CLAUSE ENTITLED "AWARD TERM INCENTIVE PLAN."

Required Services	Performance Standard	Method of Surveillance	Standard Deviation	Incentive
Emergency Response	Contractor's response manager & health and safety officer arrives at site within 8 hours of receiving a verbal Task Order from the OSC.	OSC will document the contractor's response time and complete the Task Order Evaluation.	**See Section H, "AWARD TERM INCENTIVE PLAN"**	**Award Term**
Emergency Response	All remaining personnel & equipment requested by the OSC arrive at the site within 24 hours of receiving a verbal Task Order from the OSC.	OSC will document the arrival of additional personnel and equipment and complete the Task Order Evaluation.	**See Section H, "AWARD TERM INCENTIVE PLAN"**	**Award Term**
Contractor's Establishment Of A 24 Hour Call Center	OSCs must be able to contact the contractor on a 24 hour basis to issue emergency Task Orders as necessary.	OSC will document the ability to reach the contractor on a 24 hour basis and complete the Task Order Evaluation.	**See Section H, "AWARD TERM INCENTIVE PLAN"**	**Award Term**

Non-Emergency Response Task Order - Availability of Personnel, Equipment, & Material	Contractor shall ensure that all personnel, equipment, & material requested by the OSC arrives at the site within 48 hours of receipt of a Task Order from the OSC.	OSC will document the arrival time of all requested personnel, equipment, & material and complete the Task Order Evaluation.	**See Section H, "AWARD TERM INCENTIVE PLAN"**	**Award Term**
Develop Detailed Project Work Plans	Contractor shall conduct on-scene surveys to develop detailed project work plans in coordination with the OSC. The work plan should be prepared with the goal of accomplishing the project in the most effective, efficient, and safe manner by the time specified in the Task Order.	OSC will document the completeness, accuracy, and timeliness of submission and complete the Task Order Evaluation.	**See Section H, "AWARD TERM INCENTIVE PLAN"**	**Award Term**

Cost Accounting	Utilizing the RCMS system provided by EPA, the Contractor shall provide the OSC with detailed daily cost accounting reports no later than 10:00 a.m. the morning following the date of the work performed.	OSC will document the receipt, accuracy, and completeness of daily cost accounting reports required in Section F of the Contract and complete the Task Order Evaluation.	**See Section H, "AWARD TERM INCENTIVE PLAN"**	**Award Term**
Site Safety	Contractor shall develop and manage a site safety plan to protect all personnel working at a Removal site.	OSC will review and approve the contractor's site safety plan to ensure all applicable OSHA regulations are met by all personnel and complete the Task Order Evaluation.	**See Section H, "AWARD TERM INCENTIVE PLAN"**	**Award Term**

Environmental Measurement Quality Assurance	Contractor shall develop, implement, and manage a quality assurance program to ensure that all environmental measurements are of known quality and meet Regional EPA requirements as specified in OSWER Directive 9360.4-01. Twenty-four (24) hour turnaround times may be required in certain situations as specified in the Contract.	OSC will review all environmental measurement results for completeness, accuracy, and timeliness of submission and complete the Task Order Evaluation.	**See Section H, "AWARD TERM INCENTIVE PLAN"**	**Award Term**
Subcontractor Oversight	Contractor shall provide oversight/control of all subcontracting activities to ensure that proper procedures are followed and complete documentation is provided to the OSC and CO.	OSC will review all subcontract-ing documentation for accuracy, completeness, and timeliness of submission and complete the Task Order Evaluation	**See Section H, "AWARD TERM INCENTIVE PLAN"**	**Award Term**

Transportation & Disposal of Wastes	Contractor shall accomplish all storage, transportation, treatment, & disposal of pollutants & meet all regulatory, safety, & environmental laws & regulations at Federal, State, & local levels. The contractor shall be responsible for all necessary transportation & disposal permits.	OSC will review all contractor transportation & disposal activities to ensure accuracy, completeness, timeliness of completion, & adherence to all applicable regulations and complete the Task Order Evaluation.	**See Section H, "AWARD TERM INCENTIVE PLAN"**	**Award Term**

IV. TASK ORDER EVALUATION

Contractor/Name and Address (City and State):

Task Order Number:

Task Order Amount:

Period of Performance: From _____ To _____.

Brief Description of Work:

Location of Work: _____.

Names and telephone numbers of Contractor personnel responsible for managing the contract:

1. QUALITY OF SERVICES DELIVERED:

a. Evaluate the contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated. (For example: on-time contractor arrival to site, establishment of call center, effective subcontracting, meeting permit requirements, accomplishment of transportation and disposal of wastes)

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. To what extent was the contractor's reports and documentation accurate, complete and submitted in a timely manner? (For example: accurate, complete, and on-time project work plans and daily cost accounting reports, site safety and quality assurance plans)

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

c. How would you rate the contractor's key personnel (technical expertise, management capabilities)

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

d. How would you rate the contractor's key personnel response to technical direction by government?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

2. EFFECTIVENESS OF MANAGEMENT:

To what extent was the contractor able to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

To what extent did the contractor display initiative in meeting requirements?

0 = Unsatisfactory,

1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

4. TIMELINESS OF PERFORMANCE:

To what extent did the contractor meet project schedules?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

5. COST CONTROL:

a. To what extent did the contractor display initiative in controlling overall Task Order costs?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. To what extent was the contractor able to track costs and provide accurate, complete and timely tracking reports? (For example: accurate, on-time daily cost accounting reports)

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

c. To what extent was the contractor's billings current, accurate and complete? (For example: accurate, on-time daily cost accounting reports)

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

6. BUSINESS PRACTICES:

To what extent did the contractor coordinate and cooperate with the government?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

7. CUSTOMER SATISFACTION:

To what extent was the OSC satisfied with the overall performance of the contractor.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

V.

TABLE I

LEVELS OF PERSONAL PROTECTIVE EQUIPMENT

LEVEL A
PERSONAL PROTECTIVE EQUIPMENT

Pressure-demanded, self-contained breathing apparatus (MSHA/NIOSH approved).
Fully encapsulating chemical-resistant suit.
Coveralls (optional).
Underwear, long cotton underwear (optional).
Gloves, outer, chemical-resistant.
Gloves, (inner), chemical-resistant.
Boots, chemical-resistant, steel toe and shank. Depending on the suit worn, the boot may be worn over or under the suit boot.
Hard hat under suit (optional).
Disposable protective suit, gloves and boots (optional) to be worn over the fully encapsulating suit.
Two-way radio communications, intrinsically safe.
Egress system.

LEVEL B
PERSONAL PROTECTIVE EQUIPMENT

Pressure-demanded, self-contained breathing apparatus (MSHA/NIOSH approved).
Chemical-resistant clothing: (overalls and long-sleeved jacket, coveralls (hooded), one or two piece chemical splash suit, disposable chemical-resistant coveralls).
Coveralls (optional).
Gloves (outer) chemical-resistant.
Gloves (inner) chemical-resistant.
Boots (outer) chemical-resistant, steel toe and shank.
Boots (outer) chemical-resistant, disposable (optional).
Hard Hat (face shield optional).
Two way radio communications, intrinsically safe.
Egress system.

LEVEL C
PERSONAL PROTECTIVE EQUIPMENT

Full face air purifying respirator canister, canister equipped (MSHA/NIOSH approved).
Chemical-resistant clothing: (one piece hooded coverall, two piece chemical splash suit, chemical-resistant hood and apron, disposable chemical-resistant coveralls).
Coveralls (optional).
Gloves (outer) chemical-resistant.
Gloves (inner) chemical resistant.
Boots, steel toe and shank, chemical-resistant.
Boots (outer, chemical-resistant, disposable, (optional).
Hard Hat (face shield optional
Escape mask.

Two way radio communications, intrinsically safe.

LEVEL D
PERSONAL PROTECTIVE EQUIPMENT

Coveralls
Gloves (optional)
Boots/shoes, safety or chemical-resistant, steel toe and shank.
Boots outer, chemical resistant (optional).
Safety glasses or chemical splash goggles (optional).
Hard hat, (face shield optional).
Escape mask.

VI. **TABLE II**

CHAIN OF CUSTODY

CONTENTS

CHAIN OF CUSTODY

1.0 The purpose of this guideline is to provide information on chain-of-custody procedures as used under the Alternate Remedial Contract Strategy (ARCS) Program.

2.0 This guideline describes the steps necessary for transferring samples through the use of Chain-of-Custody Records. A Chain-of-Custody record is required, without exception, for the tracking and recording of all samples collected for on-site or off-site analysis (chemical or geotechnical) during Program activities. Use of the Chain-of-Custody Record Form creates an accurate written record that can be used to trace the possession and handling of the sample from the moment of its collection through analysis and its introduction as evidence in a legal proceeding. This guideline identifies the necessary custody records and describes their completion.

This guideline does not take precedence over region-specific or site-specific requirements for chain-of-custody.

3.0 DEFINITIONS

Chain-of-Custody Record Form - A Chain-of-Custody Record Form is a printed two-part form that accompanies a sample or group of samples as custody of the sample(s) is transferred from one custodian to the subsequent custodian. A Chain-of-Custody Record Form is a controlled document, provided by the Regional II office of EPA. One copy of the form must be retained in the project file.

Controlled Document - A consecutively-numbered form released for use on a particular work assignment. All unused forms must be returned or accounted for at the conclusion of the assignment.

Custodian - The Person responsible for the custody of samples at a particular time, until custody is transferred to another person (and so documented), who then becomes custodian. A sample is under your custody if:

- You possess the sample.
- It is in your view, after being in your physical possession.

- It was in your physical possession and then you lock it up to prevent tampering.

- You have designated and identified a secure area to store the sample.

Sample - A sample is physical evidence collected from a facility or the environment, which is representative of conditions at the point and time that it was collected.

4.0 RESPONSIBILITIES

Field Operations Leader - Responsible for determining that the chain-of-custody procedures are implemented from the time the samples are collected to their release to the shipper.

Field Samplers - Responsible for initiating the Chain-of-Custody Record and maintaining custody of samples until they are relinquished to another custodian, to the shipper, or to the common carrier.

Remedial Investigation Leader - Responsible for determining that chain-of-custody procedures have been met by the sample shipper and analytical laboratory.

5.0 GUIDELINES

5.1 OVERVIEW

The term "chain-of-custody" refers to procedures which ensure that evidence presented in a court of law is what it is represented to be. The chain-of-custody procedures track the evidence from the time and place it is first obtained to the courtroom. These procedures also provide an auditable trail for the evidence as it is moved and/or passes from the custody of one individual to another. In addition, procedures for consistent and detailed records facilitate the admission of evidence under Rule 803(b) of the Federal Rules of Evidence (P.L. 93-575).

Chain-of-custody procedures, record keeping, and documentation are an important part of the management control of samples in the EPA. Regulatory agencies must be able to provide the chain of possession and custody of any samples that are offered for evidence, or that form the basis of analytical test results introduced as evidence. Written procedures must be available and followed whenever evidence samples are collected, transferred, stored, analyzed, or destroyed.

5.2 SAMPLE IDENTIFICATION

The following information shall be written in the sample log book when in-situ measurement or samples for laboratory analysis are collected:

- location of station and station number
- date and time of measurement
- samples taken if any
- field observations
- level of personnel Protection (if required)
- equipment used to make physical measurements and collect samples

Measurements and observations shall be recorded using black, waterproof ink.

5.2.1 Sample Identification Tag

Samples, other than in-situ measurements, are removed and transported from the sample location to a laboratory or other location for analysis. Before removal, however, a sample is often divided into portions, depending upon the analyses to be performed. Each portion is preserved in accordance with the Sampling Plan. Each sample container is identified by a Sample Identification Tag. A Sample Identification Tag must be used for samples collected for CLP (Contract Laboratory Program) analysis in EPA Region II. The Sample Identification Tag is a white, waterproof Paper label, approximately 3-by-6 inches, with a reinforced eyelet, and string or wire for attachment to the neck of the sample bottle. The Sample Tag is a controlled document, and is provided by the EPA Region II Office. The field sampler completes the sample tag and attaches the sample tag to the field samPle container. Following sample analysis, the Sample Tag is retained by the laboratory as evidence of sample receipt and analysis.

The following information is recorded on the tag:

o Project Code	EPA ERRS Delivery Order number.
o Station Number	A number assigned by the sampling team's field operations leader.
o Month Day Year	A six-digit number indicating the month, day and year of collection; e.g. 12/21/93.
o Time	A four-digit number indicating the 24-hour time of collection (for example 0954 is 9:45 am, and 1629 is 4:29 pm)
o Designate: Composite/Grab	Designate the sample as either grab or composite.
o Station Location	Site-specific station location designation defined in Field Operation Plan.
o Samplers	Signature(s) of sampler(s) on the project team.
o Preservative	Yes or No.
o Analyses	Check appropriate box(es)
o Remarks	CLP Case No/SAS No and CLP sample number and any pertinent comments are recorded.
o Lab Sample No.	Reserved for laboratory use The tag is then tied round the neck of the sample bottle.

If the sample is to be split, it is equally divided into two similar sample containers. Identical information is completed on the tag attached to each split and both of these are marked "Split" on the "Remarks" line.

Blank, duplicate, or field spike samples shall not be identified as such on the tag, as this may compromise the quality control function.

5.2.2 Sample Label

A sample label is utilized when the Sample Identification Tag is not available and for samples, other than in-situ measurements, which are removed and transported from the sample location to a non-CLP laboratory or other location for analysis. Before removal, however, a sample is often divided into portions, depending upon the analyses to be performed. Each portion is preserved in accordance with the Field Sampling and Analysis Plan. Each sample container is

identified, when appropriate, by a Sample Label (see sample form).

- o Project — EPA Delivery Order Number.
- o Sample Number — The project sample number identifying this sample.
- o Date — A six-digit number indicating the month, day and year of collection; e.g. 12/21/85.
- o Time — A four-digit number indicating the 24 hour time of collection (for example 0954 is 9:54 a.m., and 1629 is 4:29 p.m.).
- o Medium — Water, Soil, Sediment, Sludge, Leachate, etc.
- o Sampler Type — Grab or Composite
- o Preservative — Type, quantity, and concentration of Preservative added.
- o Analyses — Same as analyses on Sample Identification Tag (see Section 5.2.2).
- o Sampled By — Signature(s) of sampler(s) on the project team.
- o Lab # — The receiving laboratory assigns the lab to the sample label (this number is not to be used for on-site analyses).
- o Remarks — If for CLP analysis, include the CLP Case or SAS number, and CLP sample number from the traffic report, SAS Packing List, or Dioxin Shipment Record (see Guideline FT-7.04). Also, pertinent observations of the sampler (e.g., sequence number for sequential samples).

The sample label is attached to the sample container by punching a hole in the top corner of the label and slipping a rubberband through the hole. The rubberband and not the sample tag is wrapped around the sample container.

If the sample is to be split, it is equally divided into two similar sample containers. Identical information is completed on the label attached to each split and both of these are marked "Split" on the "Remarks" line.

Blank, duplicate, or field spike samples shall not be identified as such on the label or tag, as this may compromise the quality control function. Sample blanks, duplicates, spikes and splits are defined in Guideline FT-l.Ol.

5.3 CHAIN-OF-CUSTODY PROCEDURES

After collection, separation, identification, and preservation, the sample is maintained under chain-of-custody procedures until it is in the custody of the analytical laboratory and has been stored or disposed of.

5.3.1 Field Custody Procedures

1. Samples are collected as described in the site-specific sampling plan. Care must be taken to record precisely the sample location and to ensure that the sample number on the label exactly matches those numbers on the sample log sheet and the Chain-of-Custody Record.
2. The person undertaking the actual sampling in the field is responsible for the care and custody of the samples collected until they are properly transferred or dispatched.
3. When photographs are taken of the sampling as part of the

documentation procedure, the name of the photographer, date, time, site location, and site description are entered sequentially in the site log book description as photos are taken. Once developed, the photographic prints shall be serially numbered, corresponding to the log book descriptions.

4. Sample labels shall be completed for each sample, using waterproof ink unless prohibited by weather conditions, e.g., a log book notation would explain that a pencil was used to fill out the sample label because a ballpoint pen would not function in freezing weather.

5.3.2 Transfer of Custody and Shipment

Samples are accompanied by a Chain-of-Custody Record Form. The Chain-of-Custody Form should be obtained from the EPA Region II Office. When transferring the possession of samples, the individuals relinquishing and receiving will sign, date, and note the time on the Record. This record documents sample custody transfer from the sampler, often through another person, to the analyst in the laboratory. The Chain-of-Custody Record is filled out as follows:

1. Name of Unit and Address:.....Region II, Delivery Order No., the CLP Case/SA number.

2. Sample Number: Enter the CLP sample number from the traffic report, the SA Packing List number, or Dioxin Shipment Record.

3. Number of Containers: Enter the number of containers with the same CLP sample number, SA packing List number or Dioxin Shipment Record.

4. Description of Samples: Enter the analyses to be performed, the sample matrix (soil, water sediment), concentration (low, medium, high), size and type of container (e.g., 8 oz. glass), and the site-specific sample identification/station number.

5. Person Assuming Responsibility for Sample: Field Operation Leader or Appointed Designee. This name should be the same as the one on the Traffic Report/SA Packing List.

6. Time: Military Time.

7. Date: Month / Day / Year

8. Sample Number: Write "All Listed Above".

9. Relinquished By: Same name as person assuming responsibility.

10. Received By: Name of the Carrier (e.g., UPS, Federal Express) and the bill-of-lading or air bill number.

11. Time, Date: Estimate of when the samples will be relinquished.

12. Reason for Change of Custody: Write "Sample Shipping"

13. Top copy of Chain-of-Custody record is sent to SMO, the second copy is sent to EPA Region II office, the third and fourth copies are placed in a plastic bag with other shipping documents and taped to the inside lid of the Shipping container cooler). A legible xerox copy of the COC Record is sent to the....., and another legible copy is retained for the Project Files.

14. The name on the air bill should be the same as the name of the relinquisher.

The custody record is completed using black waterproof ink. Any corrections are made by drawing a line through and initialing and dating the change, then entering the correct information. Erasures are not permitted.

Common carriers will usually not accept responsibility for handling Chain-of-Custody Record Forms; this necessitates Packing the record in the sample container (enclosed with other documentation in a plastic zip-lock bag). As long as custody forms are sealed inside the sample container and the custody seals are intact, commercial carriers are not required to sign off on the custody form.

A chain-of-custody is completed for every shipping container (cooler) within a shipment from the field to the laboratory.

The laboratory representative who accepts the incoming sample shipment signs and dates the Chain-of-Custody Record, completing the sample transfer process. It is then the laboratory's responsibility to maintain internal log books and custody records throughout sample preparation and analysis.

Proper custody procedures includes using an EPA Chain-of-Custody Seal. It is used to prevent tampering with samples after they have been collected in the field. Custody seals are provided by the EPA Region II Office on an as-needed basis. The custody seal is a 1 by 3 inch white paper label with black lettering and an adhesive backing. Attachment D is an example of a custody seal. The custody seal is placed over the lid of each sample container in such a matter that to open the sample container would require breaking the custody seal. The information recorded on the custody seal for sample container is as follows:

- Case No./SA No.
- CLP Sample Number from the Traffic Report, SA Packing List or Dioxin Shipment Record.
- Signature of the person who took the field sample.
- Title of the person who took the field sampling.
- The dated custody seal is placed on the sample container.

Shipping containers (coolers) should be secured to ensure samples have not been disturbed during transport by using nylon strapping tape and EPA custody seals. The custody seals should be placed on the containers so that they cannot be opened without breaking the seal. The information required on the custody seal for shipping containers (coolers) is the Case No., SA No., signature of person assuming responsibility for sample(s), and date of packaging the shipping containers (coolers).

Complete other carrier-required shipping papers.

5.3.3 Receipt for Samples Form

Whenever samples are split with a private Party or government agency, a separate Receipt for Samples Record Form is prepared for those samples and marked to indicate with whom the samples are being split. The person relinquishing the samples to the party or agency shall require the signature of a representative of the appropriate party acknowledging receipt of the samples. If a representative is unavailable or refuses to sign, this is noted in the "Received by" space. When appropriate, as in the case where the representative is unavailable, the custody record should contain a statement that the samples were delivered to the designated location at the designated time. This form must be completed and a copy given to the owner, operator, or agent-in-charge even if the offer for split samples is declined. The original is retained by the Field Operations Leader.

6.0 REFERENCES

USEPA, December, 1988. User's Guide to the Contract Laboratory Program, Office of Emergency and Remedial Response, Wash., D.C.

Program Guideline FT-7.04 - Management of Sampling and Required Forms

Attachment 2

DAVIS-BACON ACT (DBA) WORKSHEET

Delivery Order Number:_____, Site Name:_____

1. DBA General Decision Number: _____
   State:_____, County or Subdivision:_____

2. DBA Labor Category:_____
   Identification Number and Date:_____

3. DBA Compensation requirements (on a per hour basis)

   (A) Wage Rate: $_____
   (B) Fringe Benefits _____
   (C) Stated as a flat dollar amount _____
   (D) Stated as a percentage of wage rate* _____
   (E) Dollar equivalent of days off** _____
   (F) Total DBA required compensation: $_____

4. Corresponding Personnel Classification CLIN Description:_____
   Applicable Fixed Hourly Rate:_____
   Contract Year (Period 1, 2, 3, 4, or 5):_____

5. (A) Raw wage component of Fixed Hourly Rate: _____
   (B) Fringe Benefit component of Fixed Hourly Rate: _____

   (C) Total compensation component of Fixed Hourly Rate: _____

6. (A) DBA Compensation (from 3F above): _____
   (B) Less Fixed Hourly rate compensation (from 5C above): _____

   (C) Differential (enter -0- if -0- or negative): _____

7. Adjustment to the Fixed Hourly Rate.
   Unadjusted Fixed Hourly Rate (from 4 above): _____
   Positive differential (6C above): _____
   10% of positive differential:*** _____

   Adjusted Fixed Hourly Rate: $_____

Notes:

* Fringe benefits are sometimes stated as a flat dollar amount and as a percentage of the DBA wage rate. For example, Wage Rate = $10.00 per hour, Fringe = $1.50 + 5%. The flat amount is $1.50 and the percentage amounts to .05 x $10.00 = $0.50 per hour.

** Fringe benefits sometimes include days off for holidays and vacation days. Days off are converted to a dollar equivalent as follows:
Example: Employee receives 10 holidays and 2 weeks vacation. Total days off = 20 days.
20 days @ 8 hours/day = 160 hours x DBA hourly wage (use $10.00 from first note) = $1,600.
Hours per year: 52 weeks x 40 hours/week = 2,080 hours.
Dollar equivalent of days off: $1,600/2,080 = $0.77 per hour.

*** The adjustment includes 10% of the positive differential to compensate the contractor for additional; payroll taxes and unemployment premiums required on

the differential, which is additional raw wage.

Attachment 3

PR EQUIPMENT SPECIFICATIONS

RCMS # 1-09-10 Car - Passenger
Modest four-door passenger sedan with 4 or 6 cylinder (equivalent litre) engine, automatic transmission, power steering, AM/FM radio (may have tape deck) and air conditioning, power or non-powered windows.

Vehicles that **will not** be considered under this category are high-end cars (i.e., Mustang, Thunderbird, Jaguar, etc.) Or luxury cars (i.e., Cadillac, BMW, Mercedes etc.)

RCMS # 1-36-10 Truck - Pickup - 2-Wheel Drive
Two- wheel drive pickup truck, automatic transmission, air conditioning, towing package, power steering, AM/FM radio (may have tape deck), 6 or 8 cylinder engine, power or non-powered windows.

RCMS # 1-36-20 Truck - Pickup - 4-Wheel Drive
Four-wheel drive pickup truck automatic transmission, air conditioning, towing package, power steering, AM/FM radio (may have tape deck), 8 cylinder engine, power or non-powered windows.

RCMS # 1-45-20 Truck - SUV - 4-Wheel Drive
Four-wheel drive sport utility vehicle (SUV) (i.e., Ford Expedition etc.)

Vehicles that **will not** be considered under 1-36-10 or 1-36-20 or this category (i.e., Humvee etc)

RCMS # 1-54-30 Van - Passenger
Full size (6 or more passengers, 8 Cylinder or equivalent litre) or mini (6 maximum passengers, 6 cylinder or equivalent litre) van, equipped with a minimum of two rear seats (removable), air conditioning, power steering, AM/FM radio (may have tape deck), power or non-powered windows.

RCMS # 2-10-10 Trailer - Cargo - 8 Ft
8 ft., cargo trailer, transportable by 2 - WD or 4 - WD pickups or SUV.

RCMS # 2-55-10 Trailer - Office - 10 ft x 36 ft fully equipped
- 10' wide x 36' length (including hitch), 32’ box,
- 8' ceiling height, paneled walls, vinyl tile floors, gypsum ceiling,
- two built-in desks with file cabinets, one built-in plan table (which may be removed),
- overhead shelves in office areas,
- electric baseboard heat,
- thru-wall AC unit,
- *fax machine, **copier (stand alone),
- all standard office chairs (folding, executive, secretarial, steel framed, stackable or plastic), bookcases, filing cabinets (1, 2, 3, or 4 drawers) ,

and folding tables
- telephone jacks if already installed or not,
- central HVAC or thru-wall AC,
- fluorescent lights,
- breaker panel,
- all tie downs,
- all mobe and demobe charges
- and aluminum steps designed to meet OSHA Safety Parameters..

* Fax Machine - Plain paper, programmable CCFFT Group 3 and Group 2 compatible, 30 page document feeder, paper cassette should hold up to 250 sheets of letter or legal paper.
**Copier - Automatic feed, two-sided capability, stapling (if required), size reduction and enlargement

RCMS # 2-55-25 Trailer - Office - 10 ft x 40 ft fully equipped

- 10' wide (actual 9'-9") x 40' length (including hitch), 36' box,
- 7' ceiling height, paneled walls, vinyl tile floors, gypsum ceiling,
- two built-in desks with file cabinets, one built-in plan table (which may be removed),
- electric baseboard heat,
- central HVAC or thru-wall AC unit,
- *fax machine, **copier (stand alone),
- all standard office chairs (folding, executive, secretarial, steel framed, stackable or plastic), bookcases, filing cabinets (1, 2, 3, or 4 drawers) , and folding tables
- telephone jacks if already installed or not,
- fluorescent lights,
- breaker panel,
- all tie downs,
- all mobile and demobe charges
- and aluminum steps designed to meet OSHA Safety Parameters.

* Fax Machine - Plain paper, programmable CCFFT Group 3 and Group 2 compatible, 30 page document feeder, paper cassette should hold up to 250 sheets of letter or legal paper.

**Copier - Automatic feed, two-sided capability, stapling (if required), size reduction and enlargement

RCMS # 2-55-30 Trailer - Office - 10 ft x 50 ft fully equipped

- 10' wide (actual 9'-9") x 50' length (including hitch), 46' box,
- 8' ceiling height, paneled walls, vinyl tile floors, gypsum ceiling,
- two built-in desks with file cabinets, one built-in plan table (which may be removed),
- electric baseboard heat,
- cental HVAC or thru-wall AC unit,
- *fax machine, **copier (stand alone),
- all standard office chairs (folding, executive, secretarial, steel framed, stackable or plastic), bookcases, filing cabinets (1, 2, 3, or 4 drawers) , and folding tables
- telephone jacks if already installed or not,
- fluorescent lights,
- breaker panel,
- all tie downs,

- all mobe and demobe charges
- and aluminum steps designed to meet OSHA Safety Parameters.

* Fax Machine - Plain paper, programmable CCFFT Group 3 and Group 2 compatible, 30 page document feeder, paper cassette should hold up to 250 sheets of letter or legal paper.

**Copier - Automatic feed, two-sided capability, stapling (if required), size reduction and enlargement

RCMS # 2-60-10 Storage Van (office type trailer) (crew trailer) 8 ft x 32 ft

- 8' wide x 32' length (including hitch), 28' box,
- 7' ceiling height, paneled walls, vinyl tile floors, gypsum ceiling,
- one private office at hitch end with built-in desk and file cabinet,
- overhead shelves and plan table (may be removed),
- all standard office chairs (folding, executive, secretarial, steel framed, stackable or plastic), bookcases, filing cabinets (1, 2, 3, or 4 drawers) , and folding tables
- or no private office (interior totally open),
- fluorescent ceiling lights,
- electric baseboard heat,
- thru-wall AC unit,
- overhead roll-up door,
- breaker panel,
- telephone jacks if already installed or not,
- all tie downs,
- all mobe and demobe charges
- and aluminum steps designed to meet OSHA Safety Parameters.

RCMS # 2-60-20 Storage Container - Ground Level

8' x 20' steel box, normally does not contain electric light fixtures. Double doors on one end with locking device.

RCMS # 2-60-40 Storage Container - Ground Level

8' x 40' steel box, normally does not contain electric light fixtures. Double doors on one end with locking device, all mobe and demobe charges.

RCMS # 3-01-10 Backhoe - Loader

75 hp to 115 hp, Case 580 Super LE, Deere 310SG, Deere 410G, Deere710D or equivalent
all mobe and demobe charges

RCMS # 3-10-25 Dozer - Medium

140 hp to 150 hp, Deere 750C, Cat D6M / D6G, Case 1550 or equivalent
all mobe and demobe charges

RCMS # 3-10-50 Dozer - Large

170 hp to 185 hp, Deere 850G, Cat D6R, Cat D6H or equivalent
all mobe and demobe charges

RCMS # 3-20-25 Truck - Articulating - Dump

25 to 30 ton, Bell B25C, Volvo A-25C (25 ton), Cat D300E (25 ton), Case 240 (28 Ton),
Moxy Mt-30 (30 ton), Volvo A35C (30 ton) or equivalent

all mobe and demobe charges

RCMS # 3-30-25 Excavator w/bucket - Small
55 hp to 95 hp,
all mobe and demobe charges

RCMS # 3-30-35 Excavator w/bucket - Medium
130 hp to 250 hp,
all mobe and demobe charges

RCMS # 3-35-10 Forklift - Rough Terrain
5000 # to 8000 # capacity
all mobe and demobe charges

RCMS # 3-35-40 Forklift - Solid Rubber Tire
5000 # to 8000 # capacity
all mobe and demobe charges

RCMS # 3-60-30 Loader w/bucket - Rubber Tire - Small -
90 hp to 125 hp
all mobe and demobe charges

RCMS # 3-60-40 Loader w/bucket - Rubber Tire - Medium -
160 hp to 265 hp
all mobe and demobe charges

RCMS # 3-95-10 Uniloader - w/bucket
40 hp to 85 hp
all mobe and demobe charges

RCMS # 3-99-10 Compressor / Air - 185 CFM
- all hoses and necessary attachments
- all mobe and demobe charges

RCMS # 4-01-05 Safety - Monitor - Sulfide
- Continuous display hydrogen sulfide monitor with LCD digital readout,
- Audible and visible alarm, duel level alarm, fully adjustable
- 1 ppm minimum dectable concentration, 0-100 ppm measurement range (minimum)
  EEX ib llC - T6, intrinsic safety approval
- all mobe and demobe charges

RCMS # 4-01-10 Safety - Monitor - Explosion / Oxygen
- Portable combustible gas and oxygen meter, capable of simultaneously monitoring % LEL and % oxygen,
- Audible and visual alarm at-10% LEL and when level of oxygen drops below 19.5% or rises above 22%,
- 5' sample hose attachment and non-sparking extension probe,
- FM approved as intrinsically safe Class 1, Division I, Groups C and D and non-incentive for Class 1, Division 2 Groups A, B, C, and D.
- all mobe and demobe charges

RCMS # 4-01-20 Safety - Monitor - Hnu (PID)
- Portable photo ionization detector,
- Calibration kit,

- Interchangable probes or lamps to detect widest range of compounds,
- FM approved as intrinsically safe Class 1, Division I Groups, A, B, C and D,
- Spare battery and battery charger.
- all mobe and demobe charges

RCMS # 4-01-25 Safety - Monitor - OVA (FID)

- Portable flame ionization dector, direct readout
- Audible Alarm
- FM approved as intrinsically safe for Class 1, Division 1, Groups A, B, C, and D.
- all mobe and demobe charges

RCMS # 5-01-30 Safety - Monitor - cyanide

- Continuous display hydrogen cyanide monitor, LCD digital readout
- Audible and visible alarm, dual level alarm pre-set by user,
- Intrinsically safe
- all mobe and demobe charges

RCMS # 6-15-10 Radio - Handheld

- Motorola type portable two-way radio or equivalent with base chargers. Radios should have some type case to minimize contamination,
- 1 mile range
- 6 channel universal
- must meet U. S. Government military standards 810C and 810D for pressure, temperature, solar radiation, rain, humidity, salt, fog, dust, vibration and shock.
- must meet the Electronic Industry Association RS316B electrical and mechanical specifications.
- All mobe and demobe charges

RCMS # 7-25-20 Computer - Portable – PC

- Toshiba Satellite Pro 6100– 2.0 – 2.4 GHZ Intel Pentium 4 Processor,
- 256MB DDR SDRAM, 60GB Hard Drive, DVD/CD-RW Drive, Integrated WiFi, 15” SXGA Active Matrix Display, Windows Operating System or equivalent.
- All mobe and demobe charges

RCMS # 7-25-30 Computer – Printer

- Compatable with the above CLIN or equivalent
- All mobe and demobe charges

RCMS # 7-25-40 Copier

Automatic feed, two-sided capability, stapling (if required), size reduction and enlargement
All Mobe and Demobe charges

RCMS # 7-25-50 Fax Machine

Plain paper, programmable CCFFT Group 3 and Group 2 compatible, 30 page document feeder, paper cassette should hold up to 250 sheets of letter or legal paper.
All Mobe and Demobe charges

RCMS # 8-51-05 Generator - 5 Kw
with grounding strap and copper grounding rod
All Mobe and Demobe charges

RCMS # 8-51-10 Generator - 10 Kw
with grounding strap and copper grounding rod
All Mobe and Demobe charges

RCMS # 9-53-30 Water Laser - Medium Pressure (2500 to 5000 psi)
All Mobe and Demobe charges

RCMS # 10-18-20 Pump Double Diaphragm - 2 inch
All Mobe and Demobe charges

RCMS # 10-18-30 Pump Double Diaphragm - 3 inch
All Mobe and Demobe charges

RCMS # 10-25-10 Pump Submersible - 1.5 inch
Electric submersible pump, 1.5 inch discharge, 1/3 HP, 115V, with 25' cable.
All Mobe and Demobe charges

RCMS # 10-25-20 Pump Submersible - 2 inch
Electric submersible pump, 2 inch discharge, 1 HP, 115V, with 50' cable.
All Mobe and Demobe charges

RCMS # 10-25-30 Pump - Trash - 3 inch
All Mobe and Demobe charges

Attachment 4

PERSONNEL DESCRIPTIONS AND QUALIFICATIONS

PROGRAM MANAGER:

The Program Manager shall have the following minimum qualifications and experience:
M.S. degree in Science or Engineering, with a minimum of six years experience; or B.S. degree in Science or Engineering, with a minimum of eight years experience;

The Program Manager's experience shall be in the area of chemical clean-up activities, hazardous chemical waste site clean-up and disposal activities, or other disciplines directly related to the requirements of this contract. A minimum of four years of the required expertise shall be in supervising multi-disciplinary professionals.

RESPONSE MANAGERS:

The Response Managers shall have the following minimum qualifications and experience:

Shall have a minimum of four years of experience (a BS degree in Engineering or Science may be substituted for one year experience) at a hazardous waste site. At least two years shall be in a supervisory role related to hazardous waste site activities.

Response Managers shall have experience with activities conducted on hazardous waste sites. The experience must consist of direct, on-scene, multi-discipline field experience in chemical clean-up activities, hazardous waste site clean-up and waste disposal activities. At a minimum, Response Managers must have experience in the following:

1.Direct supervision of multi-disciplinary clean-up personnel;
2.Development of work plans and detailed cost estimates, including a breakdown of all personnel required, all equipment, and all transportation and disposal costs;
3.Familiarity with fulfilling all OSHA requirements and preparation of site safety plans;
4.Knowledge of subcontracting protocol required for all labor, equipment, materials and tasks which may be required for this RFP. Subcontracting includes receiving and preparing bid packages;
5.Coordinate the transportation and disposal of hazardous waste, including scheduling, packaging, labeling, manifesting and loading of trucks;
6.Knowledge of QA/QC, OSHA, DOT transportation requirements and RCRA/CERCLA hazardous waste disposal regulations.

FOREMAN:

Shall have a minimum of three years of direct on-scene field experience in chemical clean-up activities and hazardous waste site clean-up and disposal activities. Will direct and oversee response activities of on-site clean-up crews at the direction of the Response Manager. Shall have a minimum of one year experience in directing both general labor and hazardous substance personnel. Shall have a basic knowledge of heavy equipment operation and

field construction disciplines relative to this contract. Must be trained for work using all levels of personal protective equipment.

FIELD CLERK:
Performs general clerical duties such as typing, filing, faxing, duplicating, and answering telephones. Prepares and reconciles contractor daily cost reports (EPA Form 1900-55) using the EPA Removal Cost Management System (RCMS). Procures materials and subcontracted services, assuring that all applicable contractual requirements are met and fully documented. **MUST BE BI-LINGUAL (CAPABLE OF SPEAKING AND WRITING) IN ENGLISH AND SPANISH.**

INDUSTRIAL HYGIENIST/SAFETY ENGINEER:
Possesses a degree in industrial hygiene, environmental health science, or biology. Has a minimum of two years experience as an Industrial Hygienist/Safety Engineer at hazardous waste sites where he/she implemented the site-specific health plan. Shall develop and oversee site health and safety plans as per Agency and OSHA requirements and guidelines, requiring application of engineering principles and technology to control conditions contributing to occupational hazards. Must be trained for work in all levels of personal protective equipment levels.

CLEANUP TECHNICIAN:
Performs labor related to sampling and cleanup of hazardous waste. Applies technical skill in handling hazardous substance. Is trained for work using all levels of personal protective equipment.

CHEMIST/ORGANIC:
Shall possess a B.S. degree in Chemistry. Shall have a minimum of (1) one year experience at hazardous waste sites as a chemist or chemical technician. Develops sampling plans to determine the extent of the clean-up required. Conducts or oversees sampling and analyses of soil, water, air and other solids and liquids to determine the concentration of hazardous substances present on a site. Follows chain of custody procedures including documentation. Analyzes sampling results. Performs or oversees Hazcatting and characterization of unknowns for bulking of waste streams. Prepares or assists with the preparation of Material Profile Data Sheets for waste streams to be sent to disposal facilities. Has up to date knowledge and status on disposal facilities used under this contract.

TRANSPORTATION AND DISPOSAL SPECIALIST:
Shall possess a B.S. degree in Chemistry with a heavy concentration in organic chemistry. Must have prior experience with the arrangement of transportation and disposal which includes; 1) development of work plan and cost estimates regarding sampling, characterization, bulking and sample analyses; 2) completion of material profile sheets; 3) filling out labels, manifests and specifying placards in accordance with DOT regulations; 4) knowledge of RCRA and Land Disposal Restrictions; 5) knowledge and status of disposal facilities.

HEAVY EQUIPMENT OPERATOR:
Shall have a minimum of six months experience in operating heavy equipment. Shall be trained for work in all levels of personal protective equipment. Must have attended a general safety course given in-house.

CHEMICAL TECHNICIAN:
Must have a minimum of one year experience as a cleanup technician at hazardous waste sites. At a minimum, must have attended a chemistry course. Must also be knowledgeable in QA/QC. Assists organic chemist in the sampling and analysis of soil, air, water and other solids and liquids, preparation of samples for shipment and the characterization of unknowns for bulking. Uses the HazCat kit for screening analyses.

CHEMICAL ENGINEER:
Shall possess a B.S. degree in Chemical Engineering. Shall have a minimum of one year "hands-on" experience in the chemical industry. Applies chemical engineering principles to solve hazardous waste response problems. Develops sampling plans. Develops response/cleanup alternatives, and evaluates them in terms of cost effectiveness, feasibility and public acceptability. Designs and plans unit operations such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and cost. Prepares technical requirements for requests for proposals.

TRUCK DRIVER:
Operates several kinds of trucks used for transportation of equipment, materials and supplies. Must be skilled to operate trucks in small spaces. Must also be able to load and "drive-off" backhoes, etc. from the truck trailer. Must have attended a General Safety course.

MANDATED TRAINING:
All personnel with the exception of Truck Driver, shall have successfully completed the training requirement for hazardous waste site work in accordance with OSHA 29 CFR 1910.120.

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.

(3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) **Requisition Number and Date** - leave blank.

(5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.

(7) **Discount Terms** - enter terms of discount, if applicable.

(8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

(11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

(12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ___ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

> "I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."
>
> _____ _____
> (Name of Official) (Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.

(2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.

(3) **Schedule Number** - leave blank.

(4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.

(6) **Articles or Services** - insert the contract number as in the Standard Form 1034.

(7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.